

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF GEORGIA  
ALBANY DIVISION

PERMANENT GENERAL  
ASSURANCE CORPORATION OF  
OHIO,

Plaintiff,

v.

DANIEL MARK MINICK,  
MARK MINICK, MINICK  
INTERIORS, INC., PROGRESSIVE  
MOUNTAIN INSURANCE  
COMPANY, THE ESTATE OF  
MICHAEL THOMAS MORRIS,  
LYNTON GODWIN, and  
FREDERICK UPDIKE,

Defendants.

Civil Action File No.:  
1:22-CV-00197-LAG

**PROGRESSIVE MOUNTAIN INSURANCE COMPANY'S ANSWER TO  
PLAINTIFF'S COMPLAINT FOR DECLARATORY JUDGMENT,  
BREACH OF CONTRACT, AND SPECIFIC PERFORMANCE**

COMES NOW, Progressive Mountain Insurance Company (hereinafter “Progressive”), by and through its undersigned counsel, and files this its Answer to Plaintiff’s Complaint for Declaratory Judgment, Breach of Contract, and Specific Performance (hereinafter “Complaint”), showing the Court as follows:

**FIRST DEFENSE**

In response to the individually numbered paragraphs contained in Plaintiff's Complaint, Progressive states as follows:

**SUMMARY OF ACTION**

1.

To the best of Progressive's knowledge and belief, Progressive admits the allegations contained in Paragraph 1 of Plaintiff's Complaint.

2.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 of Plaintiff's Complaint, and therefore said allegations are denied.

3.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 3 of Plaintiff's Complaint, and therefore said allegations are denied.

4.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 4 of Plaintiff's Complaint, and therefore said allegations are denied.

5.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 5 of Plaintiff's Complaint, and therefore said allegations are denied.

6.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 6 of Plaintiff's Complaint, and therefore said allegations are denied.

7.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 7 of Plaintiff's Complaint, and therefore said allegations are denied.

8.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 8 of Plaintiff's Complaint, and therefore said allegations are denied.

**PARTIES, JURISDICTION AND VENUE**

9.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 9 of Plaintiff's Complaint, and therefore said allegations are denied.

10.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 10 of Plaintiff's Complaint, and therefore said allegations are denied.

11.

Progressive admits the allegations contained in Paragraph 11 of Plaintiff's Complaint.

12.

Progressive admits the allegations contained in Paragraph 12 of Plaintiff's Complaint.

13.

Progressive admits the allegations contained in Paragraph 13 of Plaintiff's Complaint.

14.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14 of Plaintiff's Complaint, and therefore said allegations are denied.

15.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 15 of Plaintiff's Complaint, and therefore said allegations are denied.

16.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 16 of Plaintiff's Complaint, and therefore said allegations are denied.

17.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 17 of Plaintiff's Complaint, and therefore said allegations are denied.

18.

Upon information and belief, Progressive admits the allegations contained in Paragraph 18 of Plaintiff's Complaint.

19.

Upon information and belief, Progressive admits the allegations contained in Paragraph 19 of Plaintiff's Complaint.

**THE JULY DEMAND AND THE GENERAL'S ACCEPTANCE**

20.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 20 of Plaintiff's Complaint, and therefore said allegations are denied.

21.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 21 of Plaintiff's Complaint, and therefore said allegations are denied.

22.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 22 of Plaintiff's Complaint, and therefore said allegations are denied.

23.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 23 of Plaintiff's Complaint, and therefore said allegations are denied.

24.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 24 of Plaintiff's Complaint, and therefore said allegations are denied.

25.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 25 of Plaintiff's Complaint, and therefore said allegations are denied.

26.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 26 of Plaintiff's Complaint, and therefore said allegations are denied.

27.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 27 of Plaintiff's Complaint, and therefore said allegations are denied.

**COUNT ONE – DECLARATORY JUDGMENT – ALL DEFENDANTS**  
**THE GENERAL ACCEPTED MINICK'S DEMAND**

28.

Progressive reasserts and realleges its responses to Paragraphs 1 through 27 of Plaintiff's Complaint as if fully restated herein.

29.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 29 of Plaintiff's Complaint, and therefore said allegations are denied.

30.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 30 of Plaintiff's Complaint, and therefore said allegations are denied.

31.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 31 of Plaintiff's Complaint, and therefore said allegations are denied.

32.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 32 of Plaintiff's Complaint, and therefore said allegations are denied.

33.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 33 of Plaintiff's Complaint, and therefore said allegations are denied.

34.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 34 of Plaintiff's Complaint, and therefore said allegations are denied.

**COUNT TWO – DECLARATORY JUDGMENT – ALL DEFENDANTS**  
**MINICK’S DEMAND VIOLATED THE REQUIREMENTS OF**  
**O.C.G.A. § 9-11-67.1**

35.

Progressive reasserts and realleges its responses to Paragraphs 1 through 34 of Plaintiff’s Complaint as if fully restated herein.

36.

Progressive admits the allegations contained in Paragraph 36 of Plaintiff’s Complaint.

37.

Progressive admits the allegations contained in Paragraph 37 of Plaintiff’s Complaint.

38.

Progressive admits the allegations contained in Paragraph 38 of Plaintiff’s Complaint.

39.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 39 of Plaintiff’s Complaint, and therefore said allegations are denied.

40.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 40 of Plaintiff's Complaint, and therefore said allegations are denied.

41.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 41 of Plaintiff's Complaint, and therefore said allegations are denied.

42.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 42 of Plaintiff's Complaint, and therefore said allegations are denied.

43.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 43 of Plaintiff's Complaint, and therefore said allegations are denied.

44.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 44 of Plaintiff's Complaint, and therefore said allegations are denied.

45.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 45 of Plaintiff's Complaint, and therefore said allegations are denied.

46.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 46 of Plaintiff's Complaint, and therefore said allegations are denied.

**COUNT THREE – BREACH OF CONTRACT – DANIEL MINICK**

47.

Progressive reasserts and realleges its responses to Paragraphs 1 through 46 of Plaintiff's Complaint as if fully restated herein.

48.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 48 of Plaintiff's Complaint, and therefore said allegations are denied.

49.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 49 of Plaintiff's Complaint, and therefore said allegations are denied.

50.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 50 of Plaintiff's Complaint, and therefore said allegations are denied.

51.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 51 of Plaintiff's Complaint, and therefore said allegations are denied.

**COUNT THREE – SPECIFIC PERFORMANCE – DANIEL MINICK**

52.

Progressive reasserts and realleges its responses to Paragraphs 1 through 51 of Plaintiff's Complaint as if fully restated herein.

53.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 53 of Plaintiff's Complaint, and therefore said allegations are denied.

54.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 54 of Plaintiff's Complaint, and therefore said allegations are denied.

55.

Progressive is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 55 of Plaintiff's Complaint, and therefore said allegations are denied.

56.

Progressive denies all allegations and any prayer for relief contained in the Paragraph beginning with "WHEREFORE" in Plaintiff's Complaint.

57.

Progressive denies all allegations contained in Plaintiff's Complaint to which no response has previously been given.

WHEREFORE, having fully responded to Plaintiff's Complaint, Progressive demands that it be discharged, with costs cast against the Plaintiff. In the event Progressive is not discharged, Progressive demands a trial by jury.

Respectfully submitted, this 21st day of December, 2022.

LUEDER, LARKIN & HUNTER LLC

/s/ Samuel H. Sabulis  
SAMUEL H. SABULIS  
State Bar No. 339532  
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**CERTIFICATION OF COMPLIANCE**

The Undersigned Counsel hereby certifies that the foregoing has been prepared using Times New Roman 14-Point Font, as approved in LR 5.1C.

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served this 21st day of December, 2022, upon all attorneys to this matter by filing with the Court's CM/ECF system, which will automatically e-mail notification of same to the following counsel of record as follows:

Jeffrey A. Kershaw, Esq.  
R. Patrick White, Esq.  
Kershaw White, LLC  
5881 Glenridge Drive, Suite 100  
Atlanta, Georgia 30328

Respectfully submitted, this 21st day of December, 2022.

LUEDER, LARKIN & HUNTER LLC

*/s/ Samuel H. Sabulis*  
\_\_\_\_\_  
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